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CC: RF (LETTER ONLY)
CERT: 636036

RECEIVED

U.S. Environmental Protection Agency
Region 5
230 South Dearborn Street
Chicago, Illinois 60604

OCT 25 1988

U. S. EPA REGION 5
OFFICE OF REGIONAL ADMINISTRATOR

Response to Request for Information
for Albion-Sheridan Township Landfill,
Calhoun County, Michigan

Gordon Stevick, being duly sworn, responds to your requests for information and documents in the following manner:

1. Charles C. McClafferty, a principal in the law firm of Patch, McClafferty & Anderson, P.C., has prepared this response and assisted Mr. Stevick in answering the questions and demands for information.

The reasons for assisting Mr. Stevick are as follows:

Mr. Stevick is 84 years of age, he has had open heart surgery during the last two or three years, his health at the present time is not good and his memory is failing.

2. No response necessary.

3. No response necessary.

4. None.

5. No response necessary.

6. (a) During 1971, Union Steel Products, a company operating in the Albion area brought a truck of industrial sludge to the landfill to be dumped. I inspected the material and based on the odor and appearance refused to accept it. Union Steel Products went to the City of Albion and complained. The City told me that I had to accept the substances under the terms of my contract,. I had to allow the dumping but when I found out that cyanide might be part of the sludge I again refused to accept because it jeopardized my license with the State of Michigan. Union Steel Products appealed to the Department of Natural Resources and as a result of the response from that department, I felt I was compelled to accept the material. It was dumped in a separate excavation and kept apart from the other landfill operations. Attached is a copy of the letter from the Department of Natural Resources. The names of the responsible parties are contained in the letter.

(b) During the late 1970's, someone unloaded at the landfill site several drums containing waste paint. The containers indicated that it was leaded paint. This material was segregated. It was not buried and to the best of my knowledge it is still on the ground at the landfill site.

7. There were a great number of part-time or short-time employees who came and went. The only steady employee who worked with me over a number of years was Arlo Wilkinson of Albion, Michigan. I think Mr. Wilkinson would remember the incidents mentioned above.

8. I started the business in 1966 and was forced out of the business in 1981. I enclose a copy of my original license and copies of some DNR reports at the time of closing.

9. I have prepared a map of the site showing the information requested. I don't remember the dates when the house was built or when it was sold off.

10. I don't remember the names of the people I bought the property from. I can't find any of the deeds, contracts or abstracts. I must have thrown them out. I don't think any of the prior owners would have released any toxic waste. I started that landfill operation from scratch. Before that the property was farm land.

11. I answered this in the last question. I started in 1966 as the original operator of the landfill and quit in 1981.

12. I don't have any of that information.

13. No.

14. None.

15. Purchase.

16. I never used, purchased, generated, treated, or transported any hazardous substances at the Site. I was forced to store and dispose of hazardous substances at the Site as I stated in answer to Question 6.

a) The only description I ever had of the substance was the description in the letter from DNR which is attached.

- b) (i) Union Steel Products
- (ii) Unknown
- c) they were dumped in a separate excavation with the knowledge and blessing of the DNR.
- d) 1971
- e) Albion-Sheridan Landfill Site
- f) The excavation was approximately 150' x 35' x 6'.

17. The only release of hazardous substances that I am aware of was the substance dumped by Union Steel Products which I have described in Questions 6 and 16.

18. No.

19. I did not arrange for disposal or treatment or arrange for transportation for disposal or treatment of any hazardous substances at or to the Site. The companies and individuals responsible for the dumping of hazardous substances at the Site would include the following:

- (i) Union Steel Products
- (ii) Mr. Hadfield, State Health Department
- (iii) Chester Harvey, Basin Engineer, Water Resources Commission, Department of Natural Resources
- (iv) George Mathews
- (v) City of Albion

I don't know who George Mathews is, but a copy of the letter from DNR was mailed to him.

- a) I don't know.
- b) I don't know.
- c) See the attached letter from DNR. That is the only description I had of the substance.
- d) (i) Union Steel Products
- (ii) Paint barrels - I don't know.
- e) I don't know.

- f) I believe DNR took samples of the Union Steel Products substance for testing. I don't remember what the results were other than that it was toxic.
- g) I made a sketch of the Site. A copy is attached.
- h) (i) Union Steel Products
(ii) Department of Natural Resources
- i) I don't remember.
- j) I would assume it was the Albion-Sheridan Landfill Site. I don't have any evidence of intent.
- k) I don't know.
- l) They were dumped in the excavation prepared for them.
- m) They are still in the excavation as far as I know.
- n) None
- o) They were never accepted for transport. I think they were trucked in a tank truck and dumped at the Site.

20. I am attaching a copy of the only two old insurance policies I could find.

21. I am attaching a copy of the original Surety Bond which I kept with the original license issued to me. I had to maintain the bond to stay in business, so I had it up to 1980. The insurance companies quit bonding in that year and that's how I was forced out of business.

22. My income tax returns for the last five years are my personal business. If you want them you'll have to get them from I.R.S.

* * * * *

I am enclosing copies of contracts with the City of Albion. The documents enclosed are everything that I have as far as the business is concerned. The business records were destroyed after they were no longer needed for income tax purposes.

Gordon Stevick
Gordon Stevick

Subscribed and sworn before me this 21ST day of OCTOBER, 1988.

Charles C. McClafferty
Charles C. McClafferty
Notary Public, Jackson County, Michigan
My commission expires: December 13, 1988

E.6
M.D.

ALBION-SHERIDAN TOWNSHIP LANDFILL

INFORMATION REQUESTS

GORDON STEVICK
LOT 1, CRYSTAL LAKE
CEMENT CITY, MI 49233

Albin
Sheldon
o/o

QUESTIONS

1. Identify the person(s) answering these Questions on behalf of Respondent.
2. For each and every question below, identify all persons consulted in the preparation of the answer.
3. For each and every Question below, identify all documents consulted, examined, or referred to in the preparation of the answer and provide true and accurate copies of all such documents.
4. List the EPA Identification Numbers of the Respondent.
5. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.
6. Identify the acts or omissions of any persons, other than your employees contractors, or agents, that may have caused the release or threat of release of hazardous substances at the Site and damages relating therefrom and identify such persons.
7. Identify all persons, including Respondent's employees, who have knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances at the Site.
8. State the dates during which you owned, operated or leased any portion of the Site and provide copies of all documents evidencing or relating to such ownership, operation or lease.
9. Provide information about the physical characteristics of the Site including but not limited to the following:
 - a: Surface structures (e.g., buildings, tanks, etc.).
 - b: Ground water wells, including drilling logs.
 - c: Past and present storm water drainage system, sanitary sewer system including septic tank(s) and subsurface disposal field(s).
 - d: Any and all additions, demolitions or changes of any kind to physical structures on, under or about the Site, or to property itself (e.g., excavation work) and state the dates on which such changes occurred.
10. Identify all prior owners of the Site. For each prior owner, further identify:
 - a: The dates of their ownership.

- b: All evidence that hazardous substances or hazardous wastes were released or threatened to be released at the Site during the period that they owned the Site.
11. Identify the prior operators and lessors of the Site. For each such operator or lessor, further identify:
 - a: The dates of their operations at or lease of the Site.
 - b: The nature of their operations at the Site.
 - c: All evidence that hazardous substances or hazardous wastes were released or threatened to be released at the Site during the period in which they were operating at the Site.
 12. Provide all existing technical or analytical information about the Site including but not limited to data and documents related to soil, water (ground and surface), geology, geohydrology, or air quality in and about the Site.
 13. Are you or your consultants planning to perform any investigation of the soil, water (ground and surface), geology, hydrogeology or air quality on or about the Site? If so, identify:
 - a: What the nature and scope of these investigations will be.
 - b: The contractors or other persons that will undertake these investigations.
 - c: The purpose of the investigations.
 - d: The dates when such investigations will take place and be completed.
 - e: Where on the Site such investigations will take place.
 14. Describe all actual knowledge that you had or inquiries you undertook at the time of acquiring the Site concerning:
 - a. The release or threatened release of any hazardous substances on, in, or at the Site, and
 - b. the previous ownership and uses of the property.
 15. Describe how you acquired the Site (e.g., purchase, inheritance, bequest, etc.)
 16. Did you ever use, purchase, generate, store, treat, dispose, transport or otherwise handle any hazardous substances at the Site? If the answer to the preceding question is anything but an unqualified "no," identify:

- a. The chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance.
 - b. The persons who supplied you with each such hazardous substance disposed or otherwise handled by you.
 - c. How such hazardous substances were used, purchased, generated, stored, treated, transported, disposed of or otherwise handled by you.
 - d. When such hazardous substances were used, purchased, generated, stored, treated, transported, disposed of or otherwise handled by you.
 - e. Where such hazardous substances were used, purchased, generated, stored, treated, transported, disposed of or otherwise handled by you.
 - f. The quantity of such hazardous substances used, purchased, generated, stored, treated , transported, disposed of or otherwise handled by you.
17. Identify all leaks, spills or releases of any kind into the environment of any hazardous substances that have occurred at the Site, In addition, identify:
- a. When such releases occurred.
 - b. How the releases occurred.
 - c. What hazardous substances were released.
 - d. What amount of each hazardous substance was so released.
 - e. Where such releases occurred.
 - f. Any and all activities undertaken in response to each such release or to threatened releases of hazardous substances at the Site.
 - g. Any and all investigations of the circumstances, nature extent or location of each release or threatened release including, the results of any soil , water (ground and surface) , or air testing that was undertaken.
 - h. All persons with information relating to these releases.
18. Have you or any other person ever accepted hazardous substances for transportation to the Site from any person? If the answer to this question is anything but an unequivocal no, identify:

- a. The persons from whom you or such other persons accepted hazardous substances for transport.
- b. Every date on which hazardous substances were so accepted or transported.
- c. For each transaction, the nature of the hazardous substance including the chemical content, characteristics, physical state (e.g., solid, liquid), and the process for which the substance was used or the process which generated the substance.
- d. The owner of the hazardous substances so accepted or transported.
- e. The quantity of the hazardous substance involved (weight or volume) in each transaction and the total quantity for all transactions.
- f. All tests or analyses and analytical results concerning each hazardous substance.
- g. The precise locations to which each hazardous substance actually was transported.
- h. The person(s) who selected the Site as the place to which hazardous substances were to be transported.
- i. The amount paid in connection with each transaction, the method of payment, and the identity of the person from whom payment was received.
- j. Where the person identified in i., above, intended to have such hazardous substances transported and all evidence of this intent.
- k. Whether the hazardous substances involved in each transaction were transshipped through, or were stored or held at, any intermediate Site prior to final treatment or disposal.
- l. What was done to the hazardous substances once they were brought to the Site.
- m. The final disposition of each of the hazardous substances involved in such transactions.
- n. The measures taken by you to determine the actual methods, means, and Site of treatment or disposal of the hazardous substance involved in each transaction.

- o. The type and number of containers in which the hazardous substances were contained when they were accepted for transport, and subsequently until they were deposited at the Site and all markings on such containers.
- 19. Identify all persons, including you, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of hazardous substances at or to the Site, In addition, identify:
 - a. The persons with whom you or such other persons made such arrangements.
 - b. Every date on which such arrangements took place.
 - c. For each transaction, the nature of the hazardous substance including the chemical content, characteristics, physical state (e.g., solid, liquid), and the process for which the substance was used or the process which generated the substance.
 - d. The owner of the hazardous substances so disposed or treated.
 - e. The quantity of the hazardous substance involved (weight or volume) in each transaction and the total quantity for all transactions.
 - f. All tests or analyses and analytical results concerning each hazardous substance.
 - g. The precise locations at which each hazardous substance actually was disposed or treated.
 - h. The person(s) who selected the Site as the place at which hazardous substances were to be disposed or treated.
 - i. The amount paid in connection with each transaction, the method of payment, and the identity of the person from whom payment was received.
 - j. Where the person identified in i., above, intended to have such hazardous substances treated or disposed and all evidence of this intent.
 - k. Whether the hazardous substances involved in each transaction were transshipped through, or were stored or held at any intermediate site prior to final treatment or disposal.
 - l. What was done to the hazardous substances once they were bought to the Site.
 - m. The final disposition of each of the hazardous substances involved in such transactions.

- n. The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the hazardous substance involved in each transaction.
 - o. The type and number of containers in which the hazardous substances were contained when they were accepted for transport, and subsequently until they were deposited at the Site and all markings on such containers.
20. Identify all liability insurance policies held by Respondent from 1945 to 1982. In identifying such policies, state:
- a. the name and address of each insurer and of the insured;
 - b. the amount of coverage under each policy;
 - c. the commencement and expiration dates for each policy;
 - d. whether or not the policy contains a "pollution exclusion" clause; and
 - e. whether or not the policy covers sudden, nonsudden or both types of accidents.
21. Identify any Sanitary Landfill Bond, the nature of these bonds and any provisions and time frames governing the bonding of the Albion-Sheridan Township Landfill.
22. Provide copies of all income tax returns sent to the Federal Internal Revenue Service in the last five years.

DECLARATIONS AND PROVISIONS

POLICY
NUMBER

LA-267 50 31

ITEM 1. NAMED INSURED AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

GORDON STEVICK

LOT #1

CRYSTAL LAKE

CEMENT CITY, MICHIGAN 49233

ITEM 2.

5-31-78

INCEPTION (MO., DAY, YR.)

5-31-79

EXPIRATION (MO., DAY, YR.)



FIREMAN'S
FUND
INSURANCE
COMPANIES
MAIL ADDRESS
SAN FRANCISCO
CALIFORNIA

01 FIREMAN'S FUND

INSURANCE COMPANY

SAN FRANCISCO, CALIFORNIA

18 THE AMERICAN

INSURANCE COMPANY

PARSIPPANY, NEW JERSEY

07 NATIONAL SURETY

CORPORATION

CHICAGO, ILLINOIS

13 ASSOCIATED INDEMNITY

CORPORATION

SAN FRANCISCO, CALIFORNIA

15 AMERICAN AUTOMOBILE

INSURANCE COMPANY

CREVE COEUR, MISSOURI

THE NAMED INSURED IS:



INDIVIDUAL



PARTNERSHIP



CORPORATION



JOINT VENTURE



OTHER

BUSINESS OF THE NAMED INSURED IS:

PROPERTY OWNER

ITEM 3.

THE INSURANCE AFFORDED UNDER THIS POLICY IS ONLY WITH RESPECT TO THE COVER-
AGE PART(S) INDICATED BELOW AND FOR WHICH A PREMIUM CHARGE IS SPECIFIED.

COVERAGE PART(S)

FORM NUMBER

DESCRIPTION

ADVANCE
PREMIUM(S)

105040

COMPREHENSIVE GENERAL LIABILITY INSURANCE

450.

105032

PERSONAL INJURY LIABILITY INSURANCE

37.

ENDORSEMENTS (IDENTIFY BY FORM NUMBER)

180019 105160 105053

IF POLICY IS SUBJECT TO AUDIT, AUDIT PERIOD SHALL BE ANNUAL, UNLESS
OTHERWISE STATED.

TOTAL
ADVANCE
PREMIUM

487.

IF POLICY PERIOD IS MORE THAN ONE
YEAR AND PREMIUM IS TO BE PAID IN
INSTALLMENTS, PREMIUM IS PAYABLE:

ON INCEPTION DATE

\$

FIRST ANNIVERSARY

\$

SECOND ANNIVERSARY

\$

THESE POLICY DECLARATIONS AND PROVISIONS, AND COVERAGE PART(S) AND ENDORSEMENTS
(IF ANY) ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

DATE OF ISSUE

3-23-78 PJ

COUNTERSIGNATURE OF AUTHORIZED AGENT

Jose E. Romero

LIABILITY/AUTOMOBILE POLICY-5900-1-73

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the **named insured** as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"bodily injury" means bodily injury sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed;

(2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of:

(a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof;

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations".

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

"insured" means any person or organization qualifying as an insured in the **"Persons Insured"** provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the insured;

"policy territory" means:

(1) the United States of America its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability,

(a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident

or traffic law violation arising out of the use of any vehicle to which this policy applies not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;

(d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

(Continued on Page Three)

(Continued from Page Two)

CONDITIONS

1. Premium: All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit: The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. The Company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings

and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(Conditions, Continued on Page Four)

(Conditions. Continued from Page Three)

8. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon: If, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy: If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when

thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation, stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an authorized agent of the Company.

Robert P. J. Conway
SECRETARY

Myron De Baur
PRESIDENT

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**

This endorsement modifies the provisions of the policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

(1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if:

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material, special nuclear material or byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

(c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

COVERAGE PART — PERSONAL INJURY LIABILITY INSURANCE

SCHEDULE

COVERAGE	LIMITS OF LIABILITY
P. PERSONAL INJURY LIABILITY	\$ 300 .000 AGGREGATE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO PERSONAL INJURY ARISING OUT OF AN OFFENSE INCLUDED WITHIN SUCH OF THE FOLLOWING GROUPS OF OFFENSES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES.

GROUPS OF OFFENSES	ADVANCE PREMIUM
A. FALSE ARREST, DETENTION OR IMPRISONMENT, OR MALICIOUS PROSECUTION	\$ 37. M.P.
B. LIBEL, SLANDER, DEFAMATION OR VIOLATION OF RIGHT OF PRIVACY	\$ INCL.
C. WRONGFUL ENTRY OR EVICTION OR OTHER INVASION OF RIGHT OF PRIVATE OCCUPANCY	\$ INCL.
INSURED'S PARTICIPATION 10 % MINIMUM PREMIUM \$ 37.	TOTAL ADVANCE PREMIUM \$ 37. M.P.
PREMIUM BASIS: % OF BODILY INJURY PREMIUM FOR PREMISES — OPERATIONS	

I. COVERAGE P—PERSONAL INJURY LIABILITY

The Company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of injury (herein called "**personal injury**") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the **named insured's** business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the Company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement;

(b) to **personal injury** arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any **insured**;

(c) to **personal injury** sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the **named insured**;

(d) to **personal injury** arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;

(e) to **personal injury** arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any **insured** with knowledge of the falsity thereof.

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to **personal injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. LIMITS OF LIABILITY INSURED'S PARTICIPATION

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **personal injury**, or (3) claims made or suits brought on account of **personal injury**, the total limit of the Company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the declarations as "aggregate".

If a participation percentage is stated in the schedule for the **insured**, the Company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the **insured**; provided, the Company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the Company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"**damages**" means only those damages which are payable because of **personal injury** arising out of an offense to which this insurance applies.

POLICY NUMBER LA 267 50 31	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
<i>Myron De Bain</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT <i>Vincent E. Romano</i>

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSION (G304)
(COMPLETED OPERATIONS HAZARD AND PRODUCTS HAZARD)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to **bodily injury or property damage** included within the **Completed Operations Hazard** or the **Products Hazard**.

**FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY**

71-X

Myron Du Bain

PRESIDENT

105053—10-66

CANCELLATION CONDITION — AMENDMENT OF FIRST PARAGRAPH

(Michigan) (A0002/G503)

It is agreed that with respect to the "Cancellation" provisions of the policy:

1. The words "at the address shown in this policy", appearing in the first paragraph of the "Cancellation" Condition, are amended to read "at his address last known to the Company or its authorized agent".
2. The provisions (if forming a part of the policy) of the endorsement entitled "Amendment of Termination Provisions (Michigan)" apply as stated therein.
3. The provisions, if any, forming a part of the policy which (by endorsement or otherwise) amend the "Cancellation" provisions of the policy other than as stated or designated in this endorsement are deleted.

**FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY**

71-X

Myron R. Baine

PRESIDENT

180019—10-70

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE	OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE	MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE	OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

SINGLE LIMIT ENDORSEMENT

Such insurance as is afforded by the policy applies subject to the following provisions.

1. The limit of the Company's liability for damages, including damages for care and loss of services, under all **bodily injury** liability and **property damage** liability coverages, shall be a single limit of liability as stated herein:

EACH OCCURRENCE	AGGREGATE
\$ 300,000.	\$ - - - - -

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of **bodily injury** liability or **property damage** liability are deleted.

3. The following provision is added to the policy:

Limits of Liability

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) units of **mobile equipment** to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages under all **bodily injury** liability and **property damage** liability coverages of this policy because of **bodily injury** or **property damage** sustained by one or more persons or organizations as a result of any one **occurrence** shall not exceed the limit of liability shown above for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the **products hazard** and **completed operations hazard** shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all **property damage** to which the policy applies

- (i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any **incidental contract** relating to such premises or operations; or
- (ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the **named insured** by independent contractors and general supervision thereof by the **named insured** including liability assumed under any **incidental contract** relating to such operations; or
- (iii) included within the **contractual liability property damage coverage**

shall not exceed the limit of liability stated above as "aggregate." Said aggregate limit of liability shall apply separately to (i), (ii) and (iii) and under each separately to each project away from premises owned by or rented to the **named insured**.

4. For the purpose of determining the limit of the Company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated **exposure** to substantially the same general conditions shall be considered as arising out of one **occurrence**.

5. With respect to any **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the above stated limits of liability as respects each **occurrence** shall be applied to provide the separate limits of liability required by such law for **bodily injury** liability and **property damage** liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

POLICY NUMBER LA 267 50 31	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron DuBois</i> PRESIDENT		PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT <i>Vincent E. Romano</i> Hoff & Kennedy Inc.
70-X		

COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERED OCCURRENCE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THEREIN TO THIS SCHEDULE.

COVERAGES		LIMITS OF LIABILITY			
A. BODILY INJURY LIABILITY		\$ AS PER	.000 EACH OCCURRENCE		
		\$ ATTACHED	.000 AGGREGATE		
B. PROPERTY DAMAGE LIABILITY		\$ 105160	.000 EACH OCCURRENCE		
			.000 AGGREGATE		
GENERAL LIABILITY HAZARDS					
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASE	RATES		ADVANCE PREMIUM
		(A) AREA (SQ. FT.) (B) PERCENTAGE (C) REESTIMATION	(A) PER 100 SQ. FT. OF AREA (B) PER PERCENTAGE (C) PER 100 OF REESTIMATION	PROPERTY DAMAGE	BODILY INJURY OR PROPERTY DAMAGE
PREMISES — OPERATIONS					
GARAGE WORKS — REDUCTION OR INCINERATION	#53-49532-00	C127,000.	.538	.890	145.240
EXPLOSION — LIQUID OR GASEOUS	#48-99901				25.
ESCALATORS (NUMBER AT PREMISES)					
IF ANY TO BE DETERMINED UPON AUDIT					
INDEPENDENT CONTRACTORS CONSTRUCTION OPERATIONS — CONTRACTOR (NOT RAIL-ROADS) — EXCLUDING OPERATIONS ON BOARD SHIPS	#51-16291-00	17,000.	.041	.026	22.18
COMPLETED OPERATIONS					
NOT COVERED — SEE ENDORSEMENT 105053					
SPRINKLER SYSTEMS					
NOT COVERED — SEE ENDORSEMENT 105053					
ENDORSEMENTS ATTACHED					
				TOTAL ADVANCE PREMIUM	
				\$ 450.	

(INCL)

ADDITIONAL DECLARATIONS

LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)
 29951 DIVISION DRIVE
 ALBION, MICHIGAN

INTEREST OF NAMED INSURED IN SUCH PREMISES:
☐ OWNER ☐ TENANT ☐ GENERAL LESSEE
 PART OCCUPIED BY NAMED INSURED

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

COVERAGE A — BODILY INJURY LIABILITY COVERAGE B — PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of Coverage A, bodily injury or Coverage B, property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(Continued on Reverse Side)

POLICY NUMBER LA 267 50 31	INSURED FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY	EFFECTIVE 70-X
Myron R. Bane PRESIDENT		Orion E. Roman COUNTERSIGNATURE OF AUTHORIZED AGENT

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

(c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment, while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or similar equipment for use therewith;

(d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, explosives, gases, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (h) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(k) to property damage to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of or damage to tangible property which has not been physically injured or destroyed resulting from (1) accident or loss of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of businesses of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
 - if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
 - if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
 - any person (other than an employee of the named insured) or organization, while acting as a real estate manager for the named insured;
 - with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, (1) an employee of the named insured while operating any such equipment in the course of his employment, and (2) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available for such operation on a primary or excess basis, to such person or organization; provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of his employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).
- This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A—The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate."

Coverage B—The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair of such goods and products which the named insured insures.



STATE OF MICHIGAN
DEPARTMENT OF PUBLIC HEALTH
LICENSE

Under the provisions of Act 87, Public Acts of 1965, a license to operate a
SOLID WASTE DISPOSAL AREA

located at ALBION-SHERIDAN TOWNSHIP LAND FILL

in the county of CALHOUN

, State of Michigan,

is granted to GORDON D. STEVICK

* 8

This license is applicable to the property described as follows:

29951 DIVISION DRIVE
SHERIDAN TOWNSHIP
CALHOUN COUNTY

containing 20 acres and will be in effect through August 31, 19 66
subject, however, to prior revocation by the Director of Public Health for any
violation of the law under which it is issued or for any violations of the rules
and regulations authorized thereunder or for noncompliance of any stipulations
listed below.

1. BURNING OF BRUSH, LOGS, TREES AND BRANCHES IN SEPARATE AREA NOT
TO EXCEED ONE DAY A MONTH.
2. NO CYANIDE WASTES TO BE DISPOSED INTO LANDFILL.
3. CONTROL PAPER BLOWING.

Issued at the Michigan
Department of Public Health
Lansing, Michigan 48914

Albert E. Heustis, M.D., M.P.H.
Director of Public Health

on 6-13-66

License No. 1023

Loc. Code

THIS LICENSE MUST BE AVAILABLE THROUGH THE OPERATOR OR OWNER
DURING THE ENTIRE TIME THE DISPOSAL AREA IS IN OPERATION. THE
LICENSE REMAINS THE PROPERTY OF THE DIRECTOR OF PUBLIC HEALTH.

JUNE 13, 1966

**MICHIGAN
DEPARTMENT
OF PUBLIC
HEALTH**

Albert E. Heustis, M.D.
Director

3500 N. LOGAN
LANSING, MICHIGAN
48914

TELEPHONE
878-1837
NIGHTS, SAT., SUN.
878-1380

STATE OF
MICHIGAN
GEORGE ROMNEY
GOVERNOR

MR. GORDON D. STEVICK
424 PATTIE AVE.
JACKSON, MICHIGAN 49201

RE: ALBION-SHERIDAN TOWNSHIP LAND FILL - CALHOUN COUNTY

Dear Sir:

Your application for a license of the above solid waste disposal facility has been approved by this department.

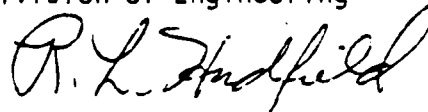
Enclosed is your current license. This license is issued with the following stipulations:

1. BURNING OF BRUSH, LOGS, TREES AND BRANCHES IN SEPARATE AREA NOT TO EXCEED ONE DAY A MONTH.
2. NO CYANIDE WASTES TO BE DISPOSED INTO LANDFILL.
3. CONTROL PAPER BLOWING.

We solicit your cooperation in operating your facility in a sanitary manner in compliance with Act 87, Public Acts of 1965.

Very truly yours,

LaRue L. Miller, Chief
Section of Environmental Health
Division of Engineering



BY: R. L. HADFIELD
SANITARIAN

jcd
Enc.

cc: Michigan Water Resources Commission
CC: CALHOUN COUNTY HEALTH DEPARTMENT

" EQUAL HEALTH
OPPORTUNITY
FOR ALL "

DECLARATIONS AND PROVISIONS-

#20

POLICY
NUMBER

LA-267 50 31

ITEM 1. NAMED INSURED AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)

GORDON STEVICK
LOT #1
CRYSTAL LAKE
CEMENT CITY, MICHIGAN 49233

ITEM 2.

5-31-78

5-31-79

INCEPTION (MO., DAY, YR.)

EXPIRATION (MO., DAY, YR.)



FIREMAN'S
FUND
INSURANCE
COMPANIES
MAIL ADDRESS
SAN FRANCISCO
CALIFORNIA

01 FIREMAN'S FUND
INSURANCE COMPANY SAN FRANCISCO, CALIFORNIA
18 THE AMERICAN
INSURANCE COMPANY PARSIPPANY, NEW JERSEY
07 NATIONAL SURETY
CORPORATION CHICAGO, ILLINOIS
13 ASSOCIATED INDEMNITY
CORPORATION SAN FRANCISCO, CALIFORNIA
15 AMERICAN AUTOMOBILE
INSURANCE COMPANY CREVE COEUR, MISSOURI

THE NAMED INSURED IS

☒ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ JOINT VENTURE ☐ OTHER

BUSINESS OF THE NAMED INSURED IS: PROPERTY OWNER

ITEM 3.

THE INSURANCE AFFORDED UNDER THIS POLICY IS ONLY WITH RESPECT TO THE COVER-
AGE PART(S) INDICATED BELOW AND FOR WHICH A PREMIUM CHARGE IS SPECIFIED.

FORM NUMBER	COVERAGE PART(S)	ADVANCE PREMIUM(S)
-------------	------------------	--------------------

105040	COMPREHENSIVE GENERAL LIABILITY INSURANCE	450.
105032	PERSONAL INJURY LIABILITY INSURANCE	37.

ENDORSEMENTS (IDENTIFY BY FORM NUMBER)

180019 105160 105053

IF POLICY IS SUBJECT TO AUDIT, AUDIT PERIOD SHALL BE ANNUAL, UNLESS OTHERWISE STATED.

TOTAL
ADVANCE
PREMIUM

487.

IF POLICY PERIOD IS MORE THAN ONE
YEAR AND PREMIUM IS TO BE PAID IN
INSTALLMENTS, PREMIUM IS PAYABLE

ON INCEPTION DATE

FIRST ANNIVERSARY

SECOND ANNIVERSARY

THESE POLICY DECLARATIONS AND PROVISIONS, AND COVERAGE PART(S) AND ENDORSEMENTS
(IF ANY) ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

DATE OF ISSUE

3-23-78 PJ

COUNTERSIGNATURE OF AUTHORIZED AGENT

Vincent E. Romano

LIABILITY/AUTOMOBILE POLICY—5900—1-73

The terms of this policy apply to the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment**;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury or property damage** occurs after all operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed;

(2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed; or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete shall be deemed completed.

The **completed operations hazard** does not include **bodily injury or property damage** arising out of:

(a) operations in connection with the transportation of property, unless the **bodily injury or property damage** arises out of a condition on or on a vehicle created by the loading or unloading thereof;

(b) the existence of tools, uninstalled equipment or abandoned or unused materials; or

(c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations".

"elevator" means any hoisting or lowering device to connect floors or landings whether or not in service and all appliances thereof including any car, platform, shaft hoistway, stairway, runway, power equipment and machinery but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto) whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured**, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers other than the mix-in-transit type; graders, scrapers, rollers and other road construction or repair equipment, air-compressors, pumps and generators, including spraying, welding and building cleaning equipment, and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident including continuous or repeated exposure to conditions which results in **bodily injury or property damage** neither expected nor intended from the standpoint of the insured;

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada; or

(2) international waters or air space provided the **bodily injury or property damage** does not occur in the course of travel or transportation to or from any other country, state or nation; or

(3) anywhere in the world with respect to damages because of **bodily injury or property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury and property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury or property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the Company, all costs, taxes against the **insured** in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident

or traffic law violation arising out of the use of any vehicle to which this policy applies not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;

(d) reasonable expenses incurred by the **insured** at the Company's request in assisting the Company in the investigation or defense of any claim or suit including actual loss of earnings not to exceed \$25 per day;

(Continued on Page Three)

(Continued from Page Two)

CONDITIONS

1. Premium: All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit: The Company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation. The Company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws: When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit:

(a) In the event of an occurrence, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the Company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

(c) The **insured** shall cooperate with the Company and upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings

and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the Company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the Company of any of its obligations hereunder.

6. Other Insurance: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

(Conditions, Continued on Page Four)

(Conditions, Continued from Page Three)

8. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. If, however, the **named insured** shall die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

10. Three Year Policy: If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation: This policy may be cancelled by the **named insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when

thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the Company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations: By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, but the same shall not be binding upon the Company unless countersigned by an authorized agent of the Company.

Robert O. J. Conway
SECRETARY

Myron De Baur
PRESIDENT

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of the policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to **bodily injury or property damage**

(1) with respect to which an **insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom,

(2) the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

(3) the **bodily injury or property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties;

"**nuclear material**" means **source material, special nuclear material or byproduct material**;

"**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"**waste**" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"**nuclear facility**" means

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

(c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"**property damage**" includes all forms of radioactive contamination of property.

COVERAGE PART — PERSONAL INJURY LIABILITY INSURANCE

SCHEDULE

COVERAGE	LIMITS OF LIABILITY
P. PERSONAL INJURY LIABILITY	\$ 300,000 AGGREGATE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO PERSONAL INJURY ARISING OUT OF AN OFFENSE INCLUDED WITHIN SUCH OF THE FOLLOWING GROUPS OF OFFENSES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES

GROUPS OF OFFENSES	ADVANCE PREMIUM
A. FALSE ARREST, DETENTION OR IMPRISONMENT OR MALICIOUS PROSECUTION	\$ 37. M.P.
B. LIBEL, SLANDER, DEFAMATION OR VIOLATION OF RIGHT OF PRIVACY	\$ INCL.
C. WRONGFUL ENTRY OR EVICTION OR OTHER INVASION OF RIGHT OF PRIVATE OCCUPANCY	\$ INCL.
INSURED'S PARTICIPATION 10 % MINIMUM PREMIUM \$ 37.	TOTAL ADVANCE PREMIUM ▶ \$ 37. M.P.
PREMIUM BASIS: % OF BODILY INJURY PREMIUM FOR PREMISES — OPERATIONS	

I. COVERAGE P—PERSONAL INJURY LIABILITY

The Company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as **damages** because of injury (herein called "**personal injury**") sustained by any person or organization and arising out of one or more of the following offenses committed in the conduct of the **named insured's** business:

Group A—false arrest, detention or imprisonment, or malicious prosecution;

Group B—the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**;

Group C—wrongful entry or eviction, or other invasion of the right of private occupancy;

if such offense is committed during the policy period within the United States of America, its territories or possessions or Canada, and the Company shall have the right and duty to defend any suit against the **insured** seeking **damages** on account of such **personal injury** even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement;

(b) to **personal injury** arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any **insured**;

(c) to **personal injury** sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the **named insured**;

(d) to **personal injury** arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance;

(e) to **personal injury** arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any **insured** with knowledge of the falsity thereof.

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated and his spouse;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to **personal injury** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. LIMITS OF LIABILITY INSURED'S PARTICIPATION

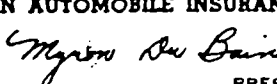
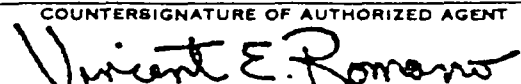
Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **personal injury**, or (3) claims made or suits brought on account of **personal injury**, the total limit of the Company's liability under this coverage for all **damages** shall not exceed the limit of **personal injury** liability stated in the declarations as "aggregate".

If a participation percentage is stated in the schedule for the **insured**, the Company shall not be liable for a greater proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be borne by the **insured**; provided, the Company may pay the **insured's** portion of a loss to effect settlement of the loss, and, upon notification of the action taken, the **named insured** shall promptly reimburse the Company therefor.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance:

"**damages**" means only those damages which are payable because of **personal injury** arising out of an offense to which this insurance applies.

POLICY NUMBER LA 267 50 31	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY		PRODUCER
 PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT 

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSION (G304)
(COMPLETED OPERATIONS HAZARD AND PRODUCTS HAZARD)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

**FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY**

71-X

Myron Du Bain

PRESIDENT

105053—10.66

CANCELLATION CONDITION — AMENDMENT OF FIRST PARAGRAPH

(Michigan) (A0002/G503)

It is agreed that with respect to the "Cancellation" provisions of the policy:

1. The words "at the address shown in this policy", appearing in the first paragraph of the "Cancellation" Condition, are amended to read "at his address last known to the Company or its authorized agent".
2. The provisions (if forming a part of the policy) of the endorsement entitled "Amendment of Termination Provisions (Michigan)" apply as stated therein.
3. The provisions, if any, forming a part of the policy which (by endorsement or otherwise) amend the "Cancellation" provisions of the policy other than as stated or designated in this endorsement are deleted.

**FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY**

71.X

Myron R. Baine

PRESIDENT

180019—10-70

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS
LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY
INSURANCE

SINGLE LIMIT ENDORSEMENT

Such insurance as is afforded by the policy applies subject to the following provisions:

1. The limit of the Company's liability for damages, including damages for care and loss of services under all **bodily injury liability** and **property damage liability** coverages shall be a single limit of liability as stated herein:

EACH OCCURRENCE	AGGREGATE
\$ 300,000.	\$ - - - - -

2. All provisions in the policy captioned "Limits of Liability" containing reference to the Company's liability on account of **bodily injury liability** or **property damage liability** are deleted.

3. The following provision is added to the policy:

Limits of Liability

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) units of **mobile equipment** to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages under all **bodily injury liability** and **property damage liability** coverages of this policy because of **bodily injury** or **property damage** sustained by one or more persons or organizations as a result of any one **occurrence** shall not exceed the limit of liability shown above for "each **occurrence**."

Subject to the above provision respecting "each **occurrence**," the total liability of the Company for all damages arising out of the **products hazard** and **completed operations hazard** shall not exceed the limits of liability stated above as "aggregate."

Subject to the above provision respecting "each **occurrence**," the total liability of the Company for all damages because of all **property damage** to which the policy applies:

(i) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis including liability assumed under any **incidental contract** relating to such premises or operations; or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the **named insured** or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the **named insured** by independent contractors and general supervision thereof by the **named insured** including liability assumed under any **incidental contract** relating to such operations; or

(iii) included within the **contractual liability property damage coverage**

shall not exceed the limit of liability stated above as "aggregate." Said aggregate limit of liability shall apply separately to (i), (ii) and (iii) and under each separately to each project away from premises owned by or rented to the **named insured**.

4. For the purpose of determining the limit of the Company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

5. With respect to any **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the above stated limits of liability as respects each **occurrence** shall be applied to provide the separate limits of liability required by such law for **bodily injury liability** and **property damage liability** to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

POLICY NUMBER LA 267 50 31	INSURED	EFFECTIVE
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron A. Bain</i> PRESIDENT		PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT <i>Vincent E. Romano</i> Holt & Kennedy Inc.

COVERAGE PART — COMPREHENSIVE GENERAL LIABILITY INSURANCE

SCHEDULE

THE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGE OR CHARGES. THE LIMIT OF THE COMPANY'S LIABILITY AGAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL THE TERMS OF THIS POLICY HAVING REFERENCE THERETO.

COVERAGES		LIMITS OF LIABILITY				
A. BODILY INJURY LIABILITY		\$ AS PER .000 EACH OCCURRENCE				
		\$ ATTACHED .000 AGGREGATE				
B. PROPERTY DAMAGE LIABILITY		\$ 105160 .000 EACH OCCURRENCE				
		\$.000 AGGREGATE				
GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
PREMISES — OPERATIONS		(A) AREA (SQ. FT.) (B) FRONTAGE (C) REMUNERATION	(A) PER 100 SQ. FT. OF AREA (B) PER LINEAR FT. (C) PER \$100 OF REMUNERATION			
GARAGE WORKS-REDUCTION OR INCINERATION	#53-49532-00	C127,000.	.538	.890	145.	240.
EXCESS LIMITS CHARGE	#48-99901					25.
RELATORS (NUMBER AT PREMISES)		NUMBER INSURED	PER LANDING			
ANY TO BE DETERMINED UPON AUDIT						
DEPENDENT CONTRACTORS CONSTRUCTION OPERATIONS-CONTRACTOR (NOT RAIL- ROADS)-EXCLUDING OPERATIONS ON SHIPS	#51-16291-00	COST	PER \$100 OF COST			
COMPLETED OPERATIONS		17,000.	.041	.026	22.MP	18.MP
COVERED - SEE ENDORSEMENT 105053		(A) RECEIPTS	(A) PER \$1,000 OF RECEIPTS			
PRODUCTS		(B) SALES	(B) PER \$1,000 OF SALES			
COVERED - SEE ENDORSEMENT 105053						
ENDORSEMENTS ATTACHED						
TOTAL ADVANCE PREMIUM ▶						\$ 450.

(INCL)

ADDITIONAL DECLARATIONS

LOCATION OF ALL PREMISES OWNED BY, RENTED TO OR CONTROLLED BY THE NAMED INSURED (ENTER "SAME" IF LOCATION SAME AS ADDRESS IN ITEM 1 OF DECLARATIONS)

29951 DIVISION DRIVE
ALBION, MICHIGAN

INTEREST OF NAMED INSURED IN SUCH PREMISES:

☐ OWNER ☐ TENANT ☐ GENERAL LESSEE
PART OCCUPIED BY NAMED INSURED

The foregoing discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

COVERAGE A—BODILY INJURY LIABILITY COVERAGE B—PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of coverage A. bodily injury or coverage B. property damage

to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation, and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

(Continued on Reverse Side)

POLICY NUMBER LA 267 50 31	INSURED FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron Du Bois</i> PRESIDENT	PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT <i>Vincent E. Romano</i> 70-X	EFFECTIVE DATE
-------------------------------	--	--	-------------------

(a) to **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured in the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

(b) to **bodily injury or property damage** arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or similar vehicle designed for use therewith;

(c) to **bodily injury or property damage** arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;

(d) to **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft owned or operated by or rented or loaned to any insured, or

(e) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to **bodily injury or property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to **bodily injury or property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under an incidental contract, or (2) expenses for first aid under the Supplementary Payments provision;

(h) to **bodily injury or property damage** for which the insured or his indemnitee may be held liable

(i) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(j) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

(k) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes, or contributes to the intoxication of, any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(l) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(m) to **bodily injury** to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(n) to **property damage** to (1) property owned or occupied by or rented to the insured, (2) property used by the insured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(o) to **property damage** to premises alienated by the named insured arising out of such premises or any part thereof;

(p) to **loss of use of tangible property** which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(q) to **property damage** to the named insured's products arising out of such products or any part of such products,

(r) to **property damage** to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(s) **damages** claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work performed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II. PERSONS INSURED

Any of the following is an insured under this insurance to the extent set forth below:

(a) the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as a real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, (1) an employee of the named insured while operating any such equipment in the course of his employment, and (2) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) **bodily injury** to any fellow employee of such person injured in the course of his employment, or (2) **property damage** to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to **bodily injury or property damage** arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain **bodily injury or property damage**, or (3) claims made or suits brought on account of **bodily injury or property damage**, the Company's liability is limited as follows:

Coverage A—The total liability of the Company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one occurrence shall not exceed the limit of **bodily injury** liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all **bodily injury** included within the completed operations hazard and (2) all **bodily injury** included within the products hazard shall not exceed the limit of **bodily injury** liability stated in the schedule as "aggregate."

Coverage B—The total liability of the Company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of **property damage** liability stated in the schedule as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all **property damage** to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of **property damage** liability stated in the schedule as "aggregate": (1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any incidental contract relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below; (2) all **property damage** arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such **property damage** for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures; (3) all **property damage** included within the products hazard and all **property damage** included within the completed operations hazard.

Such aggregate limit shall apply separately to the **property damage** described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the Company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury or property damage** which occurs within the policy territory.

When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings limitation of contract.

SURETY BOND - FORM FOR SOLID WASTE DISPOSAL LICENSE

Sanitary Landfill

Lot 38, Sheridan Twp.

(Name of Disposal Area)

City of Albion

(County or City)

(Bond Number)

KNOW ALL MEN BY THESE PRESENTS:

That Gordon Stevick, of 424 Pattie Avenue, Jackson, Michigan
(Street Address & City)

as principal, and The Aetna Casualty and Surety Company, Hartford, Connecticut

an insurer authorized to transact the business of surety and fidelity insurance in the State of Michigan are firmly bound unto the Director of the Department of Public Health on behalf of the State of Michigan in the sum of * \$2,500.00 lawful money of the United States of America, to be paid to the said Director, his successor or successors in office, to which payment well and truly to be made, we bind ourselves, our executors, administrators and heirs, and each and every one of them firmly by these presents.

Sealed with our seals, dated the 5th day of May, A.D., 1966.

Whereas, the principal has made application for a license to establish, maintain, and/or conduct a solid waste disposal area within the State of Michigan in accordance with the provisions of Act 87 of the Public Acts of 1965.

Now therefore, the condition of this obligation is such that if the above bounden principal shall:

1. Faithfully perform all the provisions of Act 87 of the Public Acts of 1965, and
2. Faithfully comply with the applicable rules on solid waste disposal promulgated under the provisions of Act 87 of the Public Acts of 1965, and
3. Faithfully comply with the provisions of any stipulations under which the license is issued,

then this obligation shall be void, otherwise it shall remain in full force and effect.

This bond is further executed and accepted subject to the following conditions and limitations

This bond shall be in force for a period beginning with the date of issue of the license and ending on August 31 next following: except that this bond shall remain in full force and effect until the application for license renewal is approved or denied. This bond may be extended by continuation or extension certificate signed by principal and surety to cover renewal license or licenses.

IN WITNESS WHEREOF, The principal herein has hereunto affixed his hand and seal and the Surety herein has caused this bond to be signed by its officers proper for the purpose and its corporate seal affixed and justification or power of attorney attached the day and date first above written.

Witnesses to signature of principal

GORDON STEVICK

Principal

THE AETNA CASUALTY AND SURETY COMPANY

Surety

21

By

Mary B. Smith
Authorized agent and attorney-in-fact
Mary B. Smith

AMENDMENT OF CANCELATION CONDITION

(Michigan)

It is agreed that the first paragraph of the Cancellation Condition is amended to read as follows:

This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at his address last known to the company or its authorized agent written notice stating when not less than ten days thereafter such cancellation shall be effective. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only. It is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

3850A


Secretary


Secretary

RESIDENCE, APARTMENT AND TWO FAMILY DWELLING

It is agreed that such insurance as is afforded by the policy under division 1 of the Definition of Hazards for Bodily Injury Liability and for Property Damage Liability and under the Medical Payments Coverage applies to the premises designated in the policy as subject to this endorsement but only with respect to the ownership, maintenance or use thereof, subject to the following additional provisions:

1. The insurance also applies to:
 - (a) new construction operations at the premises, including changing the size of or moving buildings or other structures, provided such operations are not for the purpose of changing the use of the premises to other than exclusive use as a one or two family dwelling;
 - (b) demolition operations at the premises;
 - (c) the Products—Completed Operations Hazard as defined in the policy;
 - (d) bicycles, except while used for business purposes;
 - (e) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems or, rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators.
2. If the named insured is an individual, the unqualified word "insured" includes the named insured and, if residents of his household, his spouse and the relatives of either under the age of twenty-one.
3. The unqualified word "premises" means the premises designated in the policy as subject to this endorsement, and includes garages and stables incidental thereto, gardens incidental thereto on land not owned by the named insured and individual or family cemetery plots or burial vaults.
4. The insurance does not apply:
 - (a) to property on which a business is conducted or property which is designed or held for such purposes, provided incidental office, professional, private school or studio occupancy of the premises, the renting of accommodations at the premises to not more than two roomers or boarders and the renting or holding for rental at the premises of not more than three car spaces or stalls shall not be considered a business;
 - (b) to injury, sickness, disease, death or destruction due to the rendering of or failure to render any professional service;
 - (c) to any dog owned by the insured while away from the premises or the ways immediately adjoining.

THE TRAVELERS INDEMNITY COMPANY

4008D

C-10026 6-63 PRINTED IN U.S.A. N.S. (G 575b)

J. H. Smith
President

INDIVIDUAL AS NAMED INSURED
(Limited to Solely Owned Business)

1721A(460A)

Effective from _____ Amending Policy numbered KOS-2236569
At 12:01 A.M. Standard Time

Issued to _____
Date of Issue 6-22-66
Office _____ Producer _____

(The information provided for above is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

The policy does not apply except in connection with the conduct of a business of which the named insured is the sole owner.

"Business" includes trade, profession or occupation and the ownership, maintenance or use of farms, and of property rented in whole or in part to others, or held for such rental, by the insured. The following use of the insured's property shall not constitute business: (1) occasional rental of the insured's residence, (2) rental in whole or in part to others of a one or two family dwelling usually occupied in part by the insured as a residence, unless such rental is for the accommodation of more than two roomers or boarders, (3) rental of space in the insured's residence for office, school or studio occupancy, or (4) rental or holding for rental of not more than three car spaces or stalls in garages or stables.

Changes affecting insurance afforded by The Travelers Insurance Company are executed for that company only. Changes affecting insurance afforded by The Travelers Indemnity Company are executed for that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY


Secretary


Secretary

1721A
(460A) N.S. (G236b)

Countersigned by Robert Kennedy Inc.

For
Company
Use
Only

DATE OF EXP.	MODE OF ADJ.	LOCATION OF RISK

AMENDATORY ENDORSEMENT

It is agreed that the policy is amended as follows:

- A. The word "operations" as used in the Products—Completed Operations Hazard includes any act or omission in connection with operations performed by or on behalf of the named insured on the premises or elsewhere, whether or not goods or products are involved in such operations.
- B. The first sentence of Insuring Agreement V, "Incidental Written Agreements" is amended to read:
Exclusion (d) does not apply to the following types of written agreements relating to the premises: (a) any easement agreement, except in connection with a railroad grade crossing; (b) any agreement required by municipal ordinance, except in connection with work for the municipality; (c) any elevator or escalator maintenance agreement or (d) any lease of premises agreement.
- C. Subdivision 2 (a) of the Property Damage Liability exclusion relating specifically to the collapse of or structural injury to any building or structure is replaced by the following:
"(a) to grading of land, excavation, borrowing, filling, back-filling, tunneling, pile driving, coffer-dam work or caisson work, or".
- D. In the Property Damage Liability exclusion relating to injury to or destruction of wires or similar property, the phrase "for the purpose of excavating or drilling" is amended to read "for the purpose of grading of land, paving, excavating or drilling".
- E. Exclusion (m) in the policy is replaced with the following:
(m) **Under Coverage B**, to injury to or destruction of buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems; (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors;
- F. The policy does not apply:
 - I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

G. The definition of "remuneration" in the Premium Condition is amended to read:

The word "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;

This endorsement is executed by The Travelers Insurance Company as respects insurance afforded by that company only; it is executed by The Travelers Indemnity Company as respects insurance afforded by that company only.

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

4267A


Secretary


Secretary

THE TRAVELERS

Declarations Schedule

Liability Policy Number

Item 4.	Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
The rating classifications under the Description of Hazards do not modify the exclusions or other terms of this policy.				Basic Liability	Property Damage Liability	Basic Liability	Property Damage Liability
1. Premises—Operations			a) Area (Sq. Ft.) b) Frontage c) Remuneration	a) Per 100 Sq. Ft. of Area b) Per Linear Foot c) Per \$100 of Remuneration			
29951 DIVISION DR. ALBION, MICH.							
GARBAGE WORKS—REDUCTION OF INCINERATION. 7330			C 5200	.0174	.209	1	11
424 PATTIE JACKSON, MICH.							
PRIVATE RESIDENCES H.G.C. INITIAL RESIDENCE 0338			1	8.58	2.20	6	2
SUBJECT TO END 40080						FOR M & C MINIMUM 9	2
2. Elevators			Number Insured	Per Elevator			
3. Independent Contractors			Cost	Per \$100 of Cost			
CONTRACTORS OPERATIONS—CONTRACTORS (NOT RAILROADS)—EXCLUDING OPERATIONS ON BOARD SHIPS 0514			IF ANY	.0277	.0128	MINIMUM 15	9
4. Products—Completed Operations			Sales	Per \$1,000 of Sales			

Date of Issue 6-22-66LS

3972A

C-7759 3-56 PRINTED IN U.S.A.

The Travelers Indemnity Company,

Hartford, Connecticut

DECLARATIONS

Liability Policy No. KDS 2236869

The insurance afforded is only with respect to such and so many of the following coverages and divisions thereunder as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage and division shall be as stated herein, subject to all the terms of this policy having reference thereto.

Item 1. Named Insured 1 GORDON STEVICK
421 PATTIE
JACKSON, MICHIGAN

Address
 (No. street, town, county, state)

Location of all premises owned, rented or controlled by named insured
 (Enter "same" if same location as above address) SEE SCHEDULE 3972A

Interest of named insured in such premises
 (Enter "Owner," "General Lessee" or "Tenant") OWNER Part occupied by named insured ENTIRE

Business of the named insured is SANITARY LAND FILL

Item 2. Policy Period: From 5-31-66 to 5-31-67 12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3. Coverages	Divisions	Limits of Liability	Advance Premiums
A. Bodily Injury Liability	1. Premises—Operations	\$ 100,000 each person	\$
	2. Elevators	\$ 300,000 each accident	\$
	3. Independent Contractors	\$ aggregate	\$
	4. Products—Completed Operations	(Aggregate applies to Div. 4 only)	\$
B. Property Damage Liability	1. Premises—Operations	\$ 25,000 each accident	\$
	2. Elevators	\$	\$
	3. Independent Contractors	\$ 25,000 aggregate	\$
	4. Products—Completed Operations	(Aggregate applies to Divs. 1, 3 & 4)	\$
C. Medical Payments	1. Premises—Operations	\$ each person	\$
	2. Elevators	\$ each accident	\$
Contractual Liability Coverage Endorsement	Bodily Injury Liability	\$	\$
	Property Damage Liability	\$	\$

The absence of an entry in any premium space shall mean that insurance is not afforded with respect to the division opposite such premium space.

Symbol numbers of endorsements forming a part of the policy on its effective date: 1721A 1800A 3050A 3372A 1807A

% of basic limits	Minimum Premiums	Division 1	Division 3	Division 4	Total Advance Premium
Bodily Injury Liability	Coverage A	\$ 15	\$	\$	\$
Property Damage Liability	Coverage B	\$ 15	\$	\$	

Item 4. Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
			Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability
1. Premises—Operations		(a) Area (Sq. Ft.) (b) Frontage (c) Remuneration	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per \$100 of Remuneration			

The rating classifications stated below do not modify the exclusions or other terms of this policy.

Item 5. During the past three years no insurer has canceled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:

Date of Issue 6-22-66 S

Countersigned by Hall & Kennedy Inc.

Page 1

PROTECTION BY THE TRAVELERS

LIABILITY POLICY

The Travelers Indemnity Company

Hartford, Connecticut

(A Stock Insurance Company, Herein Called the Company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

Insuring Agreements

I. Coverage A—Bodily Injury Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, caused by any person, caused by accident and arising out of the hazards hereinafter defined.

Coverage B—Property Damage Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the hazards hereinafter defined.

Definition of Hazards

Division 1. Premises—Operations. The ownership, maintenance or use of premises, and all operations.

Division 2. Elevators. The ownership, maintenance or use of any elevator designated in the declarations.

Division 3. Independent Contractors. Operations performed for the named insured by independent contractors and general supervision thereof by the named insured, if the accident occurs in the course of such operations, other than (a) maintenance and repairs of premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the use of or moving buildings or other structures.

Division 4. Products—Completed Operations.

(1) Goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the accident occurs after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such accident occurs away from premises owned, rented or controlled by the named insured or on premises for which the classification stated in division 1 of Item 4 of the declarations excludes any part of the foregoing; provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

(2) Operations, if the accident occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the named insured; provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (a) pick-up or delivery, except from or onto a railroad car, (b) the maintenance of tools owned or used by or in behalf of the insured, (c) the existence of tools, uninstalled equipment and abandoned or unused materials and operations for which the classification stated in division 1 of Item 4 of the declarations specifically includes completed operations.

Coverage C—Medical Payments

To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical and dental services, prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury, sickness or disease, caused by accident and arising out of the ownership, maintenance or use of premises owned, rented or controlled by the named insured and the ways immediately adjoining, or operations of the named insured.

Settlement, Supplementary Payments.

In respect to such insurance as is afforded by this policy for bodily injury liability and for property damage liability, the Company

1. Shall defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;

2. Shall pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;

3. Shall pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

4. Shall pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;

5. Shall reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

6. Shall pay the amounts so incurred, except settlements of claims and suits, not payable by the company in addition to the applicable limit of liability of this policy.

includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured. If the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such.

IV. Insurance for Newly Acquired Elevators.

Such insurance as is or can be afforded under division 2 of the Definition of Hazards and under Coverage C applies to elevators newly installed at the premises described in the declarations and to elevators at other premises of which the named insured acquires ownership or control.

This insuring agreement does not apply: (a) unless the named insured notifies the company within thirty days after the acquisition of each such elevator to which he wishes the insurance to apply; (b) to any loss against which the named insured has other valid and collectible insurance.

This insuring agreement applies only under the coverages for which this policy already affords insurance and then applies subject to the limits of liability stated in the declarations.

V. Incidental Written Agreements.

Exclusion (d) does not apply to the following types of written agreements: (a) any easement agreement, except in connection with a railroad grade crossing, or (b) any agreement required by municipal ordinance, except in connection with work for the municipality. Exclusions (a), (c) (2) and (k) do not apply to liability assumed under such agreements. If, with respect to this insuring agreement, more than one division of the Definition of Hazards applies, the limits of liability applicable to this insuring agreement shall be the highest limits of liability as stated in the declarations for any one of divisions 1, 2 and 3.

Exclusions

Policy does not apply:

(a) under division 1 of the Definition of Hazards, and under Coverage C, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from premises owned by, rented to or controlled by the named insured, or (2) aircraft as this part of this exclusion is stated in the declarations, or (3) automobiles if the accident occurs away from premises or the ways immediately adjoining, or (4) any other conveyance;

(b) under division 1 of the Definition of Hazards, to elevators;

(c) under division 1 of the Definition of Hazards, and under Coverage C, to (1) the Independent Contractors Hazard or (2) the Products-Completed Operations Hazard;

(d) under divisions 1, 2 and 3 of the Definition of Hazards, to liability assumed by the insured under any contract or agreement;

(e) under division 3 of the Definition of Hazards, to any act or omission of the named insured or any of his employees, other than under general supervision of work performed for the named insured by independent contractors;

(f) under division 4 of the Definition of Hazards, to liability assumed by the insured under any contract or agreement except a warranty of goods or products;

(g) under Insuring Agreement V, to (1) a warranty of goods or products, or (2) any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;

(h) to injury, sickness, disease, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under any contract or agreement or (2) expenses under Insuring Agreement II (b) (3) or under Coverage C;

(i) under Coverages A and B, to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessor of premises used for such purposes, by reason of any statute or ordinance pertaining to the sale, gift, distribution or use of any alcoholic beverage and, under Coverage C, to any expense resulting from such sale, gift, distribution or use;

(j) under Coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(k) under Coverage A, to bodily injury to or sickness, disease or death of any employee of the insured arising out of and in the course of his employment by the insured;

(l) under Coverage B, to injury to or destruction of (1) property owned, occupied or used by or rented to the insured, or (2) except with respect to the use of elevators, property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control, or (3) any goods, products or

containers thereof manufactured, sold, handled or distributed for premises alienated by the named insured, or work completed by or for the named insured, out of which the accident arises;

(m) under Coverage B, with respect to division 1 of the Definition of Hazards, to any of the following insofar as any of them occur on or from premises owned by or rented to the named insured and injure or destroy buildings or property therein and are not due to fire: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators;

(n) under Coverage B, with respect to division 1 of the Definition of Hazards, to injury to or destruction of any property arising out of (1) blasting or explosion, other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) the collapse of or structural injury to any building or structure due (a) to excavation, including borrowing, filling or back-filling in connection therewith, or to tunneling, pile driving, coffer-dam work or caisson work, or (b) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof; provided, however, part (1) or part (2) of this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to such part of this exclusion;

(o) under Coverage B, with respect to division 1 of the Definition of Hazards, to injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of excavating or drilling, or to injury to or destruction of property at any time resulting therefrom; provided, however, this exclusion does not apply to operations stated, in the declarations or in the company's manual, as not subject to this exclusion;

(p) under Coverage C, to bodily injury to or sickness, disease or death of (1) the named insured, any partner therein, any tenant or other person regularly residing on premises owned by or rented to the named insured, or any employee of such insured, tenant or other person arising out of and in the course of his employment therewith, or (2) any other tenant of such premises, or any employee of such other tenant arising out of and in the course of his employment therewith, on that part of such premises rented to such other tenant, or (3) any person arising out of and in the course of his employment if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law, or (4) any person while engaged in maintenance, alteration, demolition or new construction operations for the named insured or for any lessee of the named insured or any lessor of premises rented to the named insured, or (5) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(q) under Coverage C, to (1) elevators, unless medical payments for elevators is stated in the declarations as included, or (2) any expense for services by the named insured, any employee thereof, or any person or organization under contract to the named insured to provide such services.

Conditions

Conditions 1, 2, 3, 9, 17, 18, 19, 20 and 21 apply to all coverages. The other conditions apply only to the coverage or coverages noted thereunder.

1. Premium. The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The advance premium stated in the declarations is an estimated amount only. Upon termination of this policy, the earned premium shall be computed in accordance with the company's rules, rates, commissions, premiums and minimum premiums applicable to this policy. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company; if less, the company shall return to the named insured the unearned portion paid by such insured.

When used as a premium basis:

(1) the word "cost" means the total cost to the named insured under division 3 of the Definition of Hazards of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;

(2) the word "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

(3) the word "remuneration" means (a) the entire remuneration earned during the policy period by all employees of the named insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company, and subject with respect to each executive officer to a maximum and a minimum of \$100 and \$30 per week, and (b) the remuneration of each proprietor at a fixed amount of \$3,600 per annum;

and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

The named insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the declarations, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit. The company shall be permitted to inspect the insured premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

3. Definitions.

(a) **Elevator.** The word "elevator" means any hoisting or lowering device to connect floors or landings at any building owned, rented or controlled by the named insured, unless the named insured owns, rents or controls only a part of the building and does not operate, maintain or control the elevator, whether or not such device is in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery. "Elevator" does not include a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property, or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

(b) **Automobile.** The word "automobile" means a land motor vehicle, trailer or semitrailer, provided:

(1) The following described equipment shall be deemed an automobile while towed by or carried on an automobile not

mix-in-transit type; any grader, scraper, roller or farm implement, and, if not subject to motor vehicle registration, any other equipment not specified in (2) below, which is designed for use principally off public roads.

The following described equipment shall be deemed an automobile while towed or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well drilling machinery.

Assault and Battery. Under Coverages A and B, assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

4. Limits of Liability. The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person as the result of any one accident; the limit of liability stated in the declarations as applicable to "each accident" is subject to the above provision respecting each person, the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one accident.

5. Limit of Liability. The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

6. Limits of Liability. Subject to the limit of liability with respect to "each accident," the limit of liability, if stated in the declarations as "aggregate" is the total limit of the company's liability for the division of hazards, and under the policy, for which said limit is stated; provided, under division 1 of the Definition of Hazards, said limit applies only to premises and operations rated on a remuneration premium basis and contractors' operations rated on a receipts premium basis. Under divisions 1 and 2 of the Definition of Hazards said limit applies separately to operations with respect to operations being performed away from premises owned by or rented to the named insured. Under division 4 of the Definition of Hazards all damages arising from one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one accident. The insurance afforded by this policy under division 2 of the Definition of Hazards applies separately to each elevator.

7. Limits of Liability. The limit of liability for medical payments stated in the declarations as applicable to "each person" is the limit of the company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury, sickness or disease, including death resulting therefrom, as the result of any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all expenses incurred by or on behalf of two or more persons sustaining bodily injury, sickness or disease, including death resulting therefrom, as the result of any one accident.

8. Severability of Interests. The term "the insured" is used severally and not collectively, but the limit of more than one insured shall not operate to increase the limit of the company's liability.

9. Notice of Accident. When an accident occurs written notice shall be given by or on behalf of the insured to the company or any authorized agent as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonable and obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and any available witnesses.

10. Notice of Claim or Suit. If claim is made or suit is brought against the insured, the insured shall promptly forward to the company every demand, notice, summons or other process received by him or his representative.

11. Attendance and Cooperation of the Insured. The insured shall cooperate with the company and, upon the company's request, shall attend examinations and trials and shall assist in effecting settlements, securing evidence, obtaining the attendance of witnesses and in the prosecution of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief as shall be imperative at the time of accident.

12. Medical Reports; Proof and Payment of Claim. As soon as practicable the injured person or someone on his behalf shall give to the company a written report or other statement of the facts of the accident.

after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the insured or, except hereunder, of the company.

13. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

14. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty days after the required proofs of claim have been filed with the company.

15. Other Insurance. If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

16. Subrogation. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

17. Three Year Policy. A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

18. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Secretary or Assistant Secretary of the company; provided, however, changes may be made in the written portion of the declarations by a manager or general agent of the company when initialed by such manager or general agent.

19. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover the named insured's legal representative as named insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

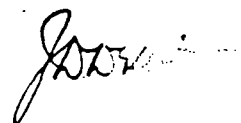
20. Cancellation. This policy may be canceled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

21. Declarations. By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In witness whereof, THE TRAVELERS INDEMNITY COMPANY has caused this Policy to be signed by its President and Secretary at Hartford, Connecticut, and countersigned on the Declarations page by a duly authorized agent of the Company.


Secretary



AGREEMENT

WHEREAS, the City Council of the City of Albion, Michigan, a Municipal Corporation, desires to continue to provide and maintain a waste yard for the use of City of Albion residents and industries subject to such regulations for use as the City Council may prescribe; and,

WHEREAS, Gordon D. Stevick and Marguerite M. Stevick, husband and wife, of 424 Pettie Avenue, Jackson, Michigan, are the owners of a certain parcel of real estate containing approximately 30 acres adjacent to East Erie Road in Section 36 of Sheridan Township, Calhoun County, Michigan; and,

WHEREAS, Gordon D. Stevick is willing to contract with the said City of Albion to provide all land, labor, equipment, supervision and services necessary to operate a sanitary land fill waste disposal yard on said parcel;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is agreed by the City of Albion, hereinafter referred to as the City, and Gordon D. Stevick, hereinafter referred to as the Contractor, as follows:

1. That the Contractor shall provide all land, labor, equipment, supervision and services necessary to operate a satisfactory sanitary land fill waste disposal yard ~~whenever necessary~~ for the residents and industries of the City, and such other persons, firms or corporations as the City shall hereafter designate, and that the City shall permit the Contractor to contract separately with the City's franchise holder for garbage collection for waste yard disposal of garbage collected in the City of Albion, which said contract rates shall be subject to approval by the City Council.

2. That the said waste disposal yard shall be operated on a certain parcel of land situate in the Township of Sheridan, Calhoun County, Michigan, and described as follows, to-wit:

Lot 28 of Supervisor's Plat of Section 36 Township 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan, according to the plat thereof recorded in Liber 9A of Plats on Page 7 in the office of the Register of Deeds for Calhoun County. Except the southerly 230 feet thereof.

The Contractor shall provide good and sufficient ingress and egress to and from the above-described parcel.

3. That the Contractor shall be licensed by the Michigan Department of Health to operate a sanitary land fill waste disposal yard, and the Contractor shall operate the same pursuant to all present and future regulations of the Michigan Department of Health regarding sanitary land fill operations.

4. That the Contractor shall enforce such regulations for use of the said waste disposal yard as the City Council of the City may hereafter prescribe, and the Contractor shall operate the said waste disposal yard pursuant to the requirements established by the Sheridan Township Zoning Appeals Board.

5. That the Contractor shall operate the said waste disposal yard in a manner satisfactory with the reasonable requirements of the City's Director of Public Works.

6. That this agreement shall be in effect for a period of Ten (10) years from and after June 1, 1966, unless sooner terminated by mutual agreement of the parties or by the City as hereinafter provided, and the City shall pay to the Contractor the sum of One Thousand Two Hundred Fifty (\$1,250.00) Dollars per month in consideration of the land, labor, equipment, supervision and services furnished by the Contractor to operate a satisfactory sanitary land fill waste disposal yard as provided for herein. Such monthly payments shall be paid in advance for each of the first three (3) months of this contract, and monthly payments thereafter shall be made on or before the 10th day of the month following the month in which such contract services are performed.

7. That the Contractor is an independent contractor and is not an employee of the City, and that any persons employed by the Contractor to perform services provided in this agreement shall be employees of the Contractor and not employees of the City.

8. That the Contractor shall carry Workmens' Compensation insurance on any persons employed by the Contractor to perform services provided in this agreement, and the Contractor shall carry a policy of general liability insurance of not less than Twenty-Five Thousand (\$25,000) Dollars covering persons coming on the above-described premises during the period of this contract, and the Contractor shall deposit a copy of the said policy of insurance in the office of the City's Clerk, and the Contractor further hereby covenants to save the City harmless from any claims of liability arising out of the operation of the said waste disposal yard.

9. That the City may terminate this agreement in the event the Contractor fails to comply with any of the terms, provisions or conditions of the agreement. If such non-compliance relates to conditions or manners of operation of the said waste disposal yard as set forth herein, the Contractor shall be notified in writing of such non-compliance, and if such non-compliance continues for more than 15 days after such notification, the City may then terminate this agreement forthwith.

10. That in the event this agreement is terminated prior to the expiration of ten (10) years as set forth in paragraph 5, the City shall have the option to purchase the unused portion of the above-described parcel, together with a twenty-five (25) foot wide easement for good and sufficient ingress and egress to and from said parcel, for the sum of Three Hundred Dollars per acre. Such option shall be exercised within fifteen (15) days of the termination of this agreement by written notice from the City to the Contractor, and in the event such option is exercised by the City, Gordon D. Stevick and Marguerite Stevick hereby covenant to forthwith deliver to the City a good and sufficient Warranty Deed together with an Abstract of Title certified to the date of such conveyance or an owner's policy of title insurance.

11. Notices provided for herein may be served personally or by registered mail to the address shown herein or the last known address of the Contractor.

12. This agreement shall not be assigned and shall be binding on the heirs and successors of the parties hereto.

13. That Marguerite M. Stevick joins in the execution of this agreement as one of the entireties owners of the real estate described herein for purposes of giving full effect to the real estate option provisions contained herein, and she does not sign this instrument as Contractor

IN WITNESS WHEREOF the parties have hereunto set their hands this 24th day of May, 1966.

Witnessed by:

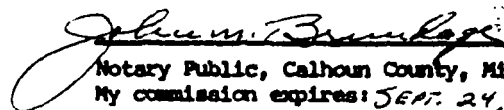
CITY OF ALBION

John M. Brundage
Howard Bradley
John M. Brundage
Zelda L. Lohr

By Lyle M. Johnson
Lyle M. Johnson, Its Mayor
By Howard Bradley
Howard Bradley, Its Clerk
Gordon D. Stevick
Gordon D. Stevick
Marguerite M. Stevick
Marguerite M. Stevick

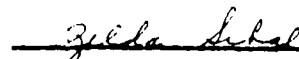
STATE OF MICHIGAN)
COUNTY OF CALHOUN) ss.

On this 24th day of May, 1966, before me, a Notary Public in and for said County, appeared Lyle M. Johnson and Howard Bradley, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Mayor and Clerk of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council; and said Lyle M. Johnson and Howard Bradley acknowledged said instrument to be the free act and deed of said corporation.


Notary Public, Calhoun County, Michigan
My commission expires: SEPT. 24, 1966

STATE OF MICHIGAN)
COUNTY OF CALHOUN) ss.

On this 27th day of May, 1966, before me, a Notary Public in and for said County, personally appeared Gordon D. Stevick and Marguerite M. Stevick to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be his or her free act and deed.


Notary Public, Calhoun County, Michigan
My commission expires:

A G R E E M E N T

WHEREAS, the City Council of the City of Albion, Michigan, a Municipal Corporation, desires to continue to provide and maintain a waste yard for the use of City of Albion residents and industries subject to such regulations for use as the City Council may prescribe; and

WHEREAS, Gordon D. Stevick and Marguerite M. Stevick, husband and wife, of Lot #1, Chrystal Lake, Cement City, Michigan, are the owners of a certain parcel of real estate containing approximately 20 acres adjacent to East Erie Road in Section 36 of Sheridan Township, Calhoun County, Michigan, and

WHEREAS, Gordon D. Stevick desires to contract with the said City of Albion to provide all land, labor, equipment, supervision and services necessary to operate a sanitary landfill waste disposal yard on said parcel;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is agreed by the City of Albion, hereinafter referred to as the City, and Gordon D. Stevick, hereinafter referred to as the Contractor, as follows:

1. That the Contractor shall provide all land, labor, equipment, supervision and services necessary to operate a satisfactory sanitary landfill waste disposal yard for the City and the residents, businesses, and industries of the City, and that the City shall permit the Contractor to contract separately with the City's franchise holder for garbage collection for waste yard disposal of garbage collected in the City of Albion.
2. That the said waste disposal yard shall be operated on a certain parcel of land situated in the Township of Sheridan, Calhoun County, Michigan, and described as follows, to-wit:

Lot 28 of Supervisor's Plat of Section 36, Township 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan, according to the plat thereof recorded in Liber 9A of Plats on Page 7 in the office of the Register of Deeds for Calhoun County. Except the Southerly 250 feet thereof.

The Contractor shall provide good and sufficient ingress and egress, weather permitting, to and from the above described parcel.

3. That the Contractor shall be licensed by the Michigan Department of Health to operate a sanitary landfill waste disposal yard, and the Contractor shall operate the same pursuant to all present and future regulations of the Michigan Department of Health regarding sanitary landfill operations.

4. That the Contractor shall enforce such regulations for use of the said waste disposal yard as the City Council of the City may prescribe, and regulations hereafter established shall be reasonable and shall not cause the Contractor to expend substantial additional sums to operate the waste disposal yard, and the Contractor shall operate the said waste disposal yard pursuant to the requirements established by the Sheridan Township Zoning Appeals Board, and any new regulations not in conformance with these requirements shall also be approved by said board.

5. That the Contractor shall operate the said waste disposal yard in a safe and sanitary manner satisfactory with the reasonable requirements of the City's Director of Public Works. That the Contractor shall maintain in neat appearance a large sign at the entrance to the landfill indicating the hours the landfill is open to the public and the fees which will be charged. That the Contractor shall have the landfill open to the public each week Monday through Saturday, excluding holidays, and the hours will be from 10:00 a.m. to 4:00 p.m. Such hours may be changed by agreement of the parties.

6. That the Contractor shall provide to the citizens, businesses and industries located in the City of Albion, disposal services without charge of all household and business wastes. Examples of such wastes are bottles, cans, rubbish, wooden furniture, shrubbery trimmings not exceeding one inch in diameter, cardboard boxes, etc. Such wastes shall be securely boxed, bagged or bundled in units not exceeding 24 inches in height in order to

3

receive free disposal service. The Contractor shall provide free service to the City of Albion departments including street refuse, City clean-up projects, and tree and bush trimmings up to four inches in diameter. The Contractor may charge for non-compactible wastes, commercially hauled wastes and by-products of manufacturing process including foundry sand. Such wastes include demolition materials, appliances, tanks and unsecured papers or materials exceeding 24 inches in height. Charges for commercially hauled vehicles and for non-compactible materials shall be according to a schedule attached hereto and made a part hereof.

7. That this Agreement shall be in effect for a period of four (4) years from and after March 1, 1978 unless sooner terminated by mutual agreement of the parties or by the City as hereinafter provided, and the City shall pay to the Contractor, in consideration of the land, labor, equipment, supervision and services furnished by the Contractor to operate a satisfactory sanitary landfill waste disposal yard as provided for herein, the following sums: \$3,500 per month commencing March 1, 1978; \$3,750 per month commencing March 1, 1979; and \$4,000 per month commencing March 1, 1980, and \$4,250 per month commencing March 1, 1981. Each monthly payment shall be made on or before the 10th day of the month following the month in which such contract services are performed. Further, the Contractor shall continue to retain disposal service sums paid by Albion College.

8. That the Contractor is an independent contractor and is not an employee of the City, and that any persons employed by the Contractor to perform services provided in this Agreement shall be employees of the Contractor and not employees of the City.

9. That the Contractor shall carry Workman's Compensation insurance on any persons employed by the Contractor to perform services provided in this Agreement, and the Contractor shall carry a policy of general liability insurance as required by the Michigan Department of Health covering persons coming on the above described premises during the period of this Contract,

and the Contractor further covenants to save the City harmless from any claims of liability arising out of the operation of the said waste disposal yard, and the Contractor further agrees to furnish certificates of such insurance to the City.

10. That the City may terminate this Agreement in the event the Contractor fails to comply with any of the terms, provisions or conditions of the Agreement. If such non-compliance relates to conditions or manners of operation of the said waste disposal yard as set forth herein, the Contractor shall be notified in writing of such non-compliance, and if such non-compliance continues for more than thirty (30) days after such notification, the City may then terminate this Agreement forthwith. The Contractor may terminate this Agreement if the City fails to pay any sums due thereunder within thirty (30) days of written notice of such default in payment, or if the designated agents of the City intentionally and arbitrarily violate the terms of the contract.

11. Notices provided for herein may be served personally or by registered mail to the address herein or the last known address of the Contractor.

12. This Agreement may be assigned by the Contractor upon the written consent of the City and the Agreement shall be binding on the ^{assignee} heirs and successors of the parties hereto.

13. Should any new industries locate in the City who become responsible for addition of substantial amounts of solid waste which must be placed at the sanitary landfill, the contractor may request a meeting with the City to discuss the additional financial burdens placed upon said Contractor.

Further, should any industries outside the City now making direct payments to the Contractor be annexed into the City, the Contractor may request a meeting with said City to discuss appropriate reimbursement for loss of direct revenue to said Contractor.

14. This Contract supersedes the Contract between the parties effective March 1, 1975.

BY:

Gordon D. Stevick
Gordon D. Stevick
Contractor

Charles W. Jones
Charles W. Jones, Mayor of Albion

Millard P. Coleman
Millard P. Coleman, City Clerk

TO:
Michigan Department of Public Health
Division of Engineering
3500 North Logan Street
Lansing, Michigan 48914

DO NOT WRITE IN THIS SPACE

Bonding Co. _____
Agent _____
Address _____
License No. _____
Bond Value _____
Loc. Code _____

APPLICATION FOR SOLID WASTE DISPOSAL AREA LICENSE

(See back of last copy for instructions)

(Fill out in triplicate)

☐ new ☐ renewal ☐ addition

Application is hereby made to the Director, Michigan Department of Public Health, for a license to operate a solid waste disposal area under the provisions of Act 87, P.A. 1965.

File # 8-30-69

NAME OF DISPOSAL AREA Albion Sheridan Trwp. Size 10 Acres
(acres)
LOCATION Calhoun Sheridan Trwp.
(county) (city, village or township) (section)
29951 Division Drive
(address or additional location description)

NAME OF PROPERTY OWNER Gordon O. Stueck Address Lot #1 Crystal Lake
(individual, firm, township, city, etc.) (include zip code)
NAME OF OPERATOR L. W. Wachman Address Concord City Mich 49233
(include zip code)
RESPONSIBLE PERSON TO CONTACT Gordon O. Stueck
(If other than operator)
Address Lot #1 Crystal Lake, Concord City Mich 49233
(include zip code)

TYPE OF DISPOSAL OPERATION: (If more than one area involved file separate application for each)
☒ Sanitary Landfill ☐ Hog Feeding
☐ Incineration ☐ Other _____ (specify)

TYPE OF MATERIAL HANDLED: (check one or more)
☒ General Refuse ☒ Garbage ☒ Industrial Waste ☒ Liquid Waste ☒ Rubbish ☐ Other _____ (specify)

FEE: The required annual license fee of \$25.00 ☐ is ☐ is not attached.
(governments and agencies thereof exempt.)

BOND: The power of attorney and bond in the amount of _____ is attached.
(bond of \$500.00/acre, minimum bond \$2500.00)

I hereby certify that the foregoing information is accurate and complete

Gordon O. Stueck
(signature and title of applicant)

Any disposal operation possibly involving the use of the waters of the State also requires the submission of a new or increased statement to the Water Resources Commission as provided by Act 245, P.A. 1929 as amended

Acknowledgment of receipt of annual \$25.00 license fee received by me on

September 3 1969

Signature Charles A. Wilcox

Title Sanitarian

MICHIGAN DEPARTMENT OF PUBLIC HEALTH
Leave This Space Blank

RECEIVED
OCT 6 1969

TO: Mark Puckett
FROM: W. L. Rieger
DATE: December 5, 1988
RE: Landfill Dumping

The following are some facts relative to the City of Albion - Albion Township - Sheridan Township landfill.

1. The dump was privately operated - by Gordon Stevich of Jackson, MI. The dump opened (I believe) in 1966.
2. The City of Albion, as well as Sheridan and Albion Townships, contracted with Mr. Stevich for dumping privileges. For a certain fee, the residents in these areas were permitted to dump normal household waste at the landfill at no charge to the residents in these areas. In addition to this, the City conducted a "once per year" cleanup week, where City trucks picked up debris placed at the curb by City residents. The only type of material hauled to the landfill under this program were household articles, excluding garbage. City trucks also hauled other debris to the dump during the year, such as tree limbs, street debris, etc. No hazardous materials were deposited at the landfill by City trucks.
3. The owner of the landfill site also contracted with other firms, etc., for the dumping of waste at this landfill site - such haulers being from our local industries, Albion College, etc.
4. The landfill was closed (about) in 1982.

This is about all the information I have on this matter.

W. Rieger

Note to the file:

Gordon Stevick was the landfill operator,
but owned the land jointly with his wife.

Leah Evison 10/24/94